

1-1-74

WARRANTY DEED—TENANTS BY ENTIRETY

Vol. M 76 Page 1786

A-27310
KNOW ALL MEN BY THESE PRESENTS, That Jack C. Moore and Bonnie M. Moore, husband and wife

hereinafter called the grantor, for the consideration hereinafter stated to the grantor paid by Americo M. Frabotta and Lillian J. Frabotta, husband and wife, hereinafter called the grantees, does hereby grant, bargain, sell and convey unto the grantees, as tenants by the entirety, the heirs of the survivor and their assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

PARCEL 1:
A parcel of land situate in the NW 1/4 of Section 3, Township 40 South, Range 9 E.W.M., Klamath County, Oregon, being more particularly described as follows: Commencing at the northwest corner of said Section 3; thence N. 89°54'58" E. along the northerly line of said Section 3, 342.02 feet; thence leaving said section line S. 00°50'02" E. 30.00 feet to a 5/8 inch iron pin on the southerly right of way line of Old Midland said point being the Point of Beginning for this description; thence N. 89°54'58" E. along said right of way line 237.66 feet to a 5/8 inch iron pin; thence leaving said right of way line S. 00°05'02" E. 401.64 feet to a 5/8 inch iron pin on the northerly right of way line of the KID C-4 Lateral; thence N. 73°38'02" W. along said northerly right of way line 247.80 feet to a 5/8 inch iron pin; thence leaving said right of way line N. 00°05'02" W. 331.48 feet to the point of beginning.

PARCEL 2:
A parcel of land situate in the NW 1/4 of Section 3, Township 40 South, (see reverse side of this document for continuation of this deed)
To Have and to Hold the above described and granted premises unto the said grantees, as tenants by the entirety, their heirs and assigns forever.

And grantor hereby covenants to and with grantees and the heirs of the survivor and their assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as noted of record as of the date of this deed and those apparent upon the land, if any, as of the date of this deed, and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 10,000.00. However, the actual consideration consists of or includes other property or value given or promised which is hereby considered (indicate which) (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 20 day of September, 1976; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,

County of Klamath

September 20, 1976

Personally appeared the above named Jack C. Moore and Bonnie M. Moore, Husband and wife

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires 8.5.79

STATE OF OREGON, County of Klamath, ss.

Personally appeared Jack C. Moore and Bonnie M. Moore, who, being duly sworn,

each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 1976,

at o'clock M., and recorded in book on page or as file/roll number.

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Recording Officer

By Deputy

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

Grantees
2820 Old Midland Rd
K Falls

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Same

NAME, ADDRESS, ZIP

SPACE RESERVED FOR RECORDER'S USE

Range 9 E.W.M., Klamath County, Oregon, being more particularly described as follows: Commencing at the northwest corner of said Section 3; thence N. 89°54'58" E. along the North line of said Section 3, 579.68 feet; thence leaving said section line S. 00°05'02" E. 30.00 feet to a 5/8 inch iron pin on the southerly right of way line of Old Midland Road said point being the Point of Beginning for this description; thence N. 89°54'58" E. along said right of way line, 201.92 feet to a 5/8 inch iron pin; thence leaving said right of way line S. 00°05'02" E. 461.27 feet to a 5/8 inch iron pin on the northerly right of way line of the KID C-4 Lateral; thence N. 73°38'02" W. along said right of way line 210.53 feet to a 5/8 inch iron pin; thence leaving said right of way line N. 00°05'02" W. 401.64 feet to the point of beginning.

Subject, however, to the following:

1. Acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder.
2. Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, contracts, easements, and water and irrigation rights in connection therewith.
3. Rules, regulations, liens, assessments, contracts, right of way, easements, and any and all obligations created or imposed upon or affecting said premises by the Klamath Basin Improvement District, a corporation.
4. Any unpaid charges or assessments of Klamath Basin Improvement District.
5. Reservations and restrictions contained in Acceptance from N. J. Chapman to United States of America, recorded November 28, 1914, in Deed Volume 43 page 129, records of Klamath County, Oregon, as follows: "It is agreed that this acceptance will operate to amend and reform any water rights application made to the United States for above described land, and now in force and effect to conform to the terms and conditions of said act in so far as such terms and conditions may be applicable to such lands and to said application."
6. Acceptance, including the terms and provisions thereof, given by Altamont Investment Company, a corporation, and George Noland, to the United States of America, recorded November 30, 1914, in Deed Volume 43 page 138, records of Klamath County, Oregon.
7. Easements, including the terms and provisions thereof, as disclosed by Deeds from Warren R. McNeely and Lois L. McNeely, husband and wife, dated December 17, 1971, recorded December 22, 1971, in Volume M71 page 13399, and dated December 17, 1971, and recorded July 9, 1974 in Microfilm Records M74 on page 8360, records of Klamath County, Oregon, as follows: "...an easement 14 feet wide along the northerly boundary of the above described property to be used for irrigation ditch and pipelines and maintenance, repair and replacement of the same."

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of _____ Klamath County Title Co.

this 21st day of September A. D. 1976 at 2:11 o'clock P.M., and
duly recorded in Vol. M76, of Deeds on Page 14786

fee \$6.00

Wm D. MILNE, County Clerk

By Sarahy De Vere